

SENATE BILL REPORT

SB 5822

As of March 4, 2009

Title: An act relating to protecting consumers who live in manufactured/mobile home communities by clarifying the manufactured/mobile home landlord-tenant act.

Brief Description: Modifying the manufactured/mobile home landlord-tenant act.

Sponsors: Senators Fraser, Kastama, Kauffman and McAuliffe.

Brief History:

Committee Activity: Financial Institutions, Housing & Insurance: 2/11/09, 2/25/09 [DPF].

SENATE COMMITTEE ON FINANCIAL INSTITUTIONS, HOUSING & INSURANCE

Staff: Philip Brady (786-7460)

Background: The Manufactured/Mobile Home Landlord-Tenant Act (Act) governs the relationship between the owners of the mobile home parks (landlords) and the owners of the manufactured and mobile homes (tenants) who lease space in a mobile home park. The Act provides a variety of protections for tenants. These protections include limits on rules an owner can impose on tenants, procedures for transferring rental agreements when homes are sold, limits on eviction, maintenance and upkeep requirements, and standards for upkeep of permanent structures on rented land.

Summary of Bill: “Hook-ups” are defined as physical connections at a home, and a “park model” is defined as a recreational vehicle being used as a primary residence. Previously, they were defined as a recreational vehicle intended to be used as a primary residence.

Landlords are only allowed to adopt or modify rules with written consent of the tenant. These rules take effect only after the end of a rental period at least three months after notification. Previously, rules were enforceable against tenants as long as they met particular criteria and were reasonably related to their purpose.

Both transferor and transferee tenants may enforce the section addressing transfer of rental agreements in conjunction with sale of the home.

Eviction or non-renewal of a lease for failure to comply with rental agreements can only take place if the tenant fails to substantively comply with three comply-or-vacate notices within a

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12-month period. Previously, eviction or non-renewal of a lease could take place for failure to comply with three comply-or-vacate notices within a 12-month period.

Landlords are required to maintain all landscaping on tenant lots that was not created by the tenant; to take reasonable steps to prevent accumulation of water, snow, or ice that would prevent tenants from accessing their homes or leaving the park; and to ensure employees comply with laws and regulations.

If landlords remove permanent structures, landscaping, or recreational facilities, tenants must receive a rent adjustment or other consideration. These rights are enforceable in court.

If a landlord fails to comply with his or her maintenance duty, two or more tenants are allowed to seek remedies collectively. Previously, they were not allowed to cooperate in seeking remedies.

Appropriation: None.

Fiscal Note: Not requested.

Committee/Commission/Task Force Created: No.

Effective Date: Ninety days after adjournment of session in which bill is passed.

Staff Summary of Public Testimony: PRO: Organizations have done an assessment of the Act and found a number of gray areas. This bill clarifies most of them. Large trees are addressed, and conflict resolution procedures are used for tenants who fail to comply with comply-or-vacate notices. Rules and regulations are an integral part of a lease, so tenants need to know if there will be changes. Some communities haven't been using funds earmarked for infrastructure to fix real safety issues, and this bill would require them to. Tenants have been working with owners and are close to an agreement. Though some changes may be necessary, they can be made throughout the process as the bill goes forward.

CON: This is a major change to the Act. It's not clarification, it's a rewrite. It throws out customs and tradition, something that no judge has been willing to do. Rules must be applied in a fair and equitable manner, so if any tenant refuses a new rule, no other tenant will have to follow them. These changes would unconstitutionally impair existing contracts. A deliberative process created the previous changes to this Act, but this process has not been deliberative at all.

Persons Testifying: PRO: Ishbel Dickins, Columbia Legal Services; Judith White, Legislative Action Team; Frank Cheeny, Association of Manufactured Home Owners.

CON: John Woodrine, Manufactured Home Communities of Washington; Walt Olsen, DSR Enterprises; Christina Kapela, Westburgh Estates; Robet Cochran, Manufactured Home Communities of Washington.